



Document 2019 3747

Book 2019 Page 3747 Type 04 001 Pages 7

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Rec Amt \$37.00

INDX
ANNO
SCAN

CHEK

LISA SMITH, COUNTY RECORDER
MADISON COUNTY IOWA

LC



Document 2019 2546

Book 2019 Page 2546 Type 04 001 Pages 7

Date 8/16/2019 Time 11:15:09AM

Rec Amt \$37.00

INDX ✓
ANNO
SCAN ✓

CHEK ✓

LISA SMITH, COUNTY RECORDER
MADISON COUNTY IOWA

1900424043

****RERECORDED SECOND REAL ESTATE MORTGAGE**

Preparer Information:

Brandy Hepler, Veridian Credit Union
1827 Anshorough Ave
Wakarusa IA 50704 319-287-8287

KU6237
P194008

Return Document to:

✓ **Mortgagee:**

Iowa Finance Authority
c/o Idaho Housing and Finance Association
565 W. Myrtle Street
Boise, Idaho 83702

**THIS IS PURCHASE MONEY
MORTGAGE AS DEFINED BY
IOWA CODE SECTION 654.12B**

Taxpayer Information: (name and complete address)

JACOB G. MARLIN
MOLLY E. MARLIN
2109 WARREN AVENUE
Bevington, IA 50240

****Being rerecorded to
strike and omit rider**

Grantors:

JACOB G. MARLIN

MOLLY E. MARLIN

Grantees:

Iowa Finance Authority

Legal Description: See Page 7 5

Document or instrument number of previously recorded documents:

Notice: This Mortgage secures credit in the amount up to \$ 5000. Loans and advances up to this amount, together with interest, are senior to indebtedness to other creditors under subsequently recorded or filed mortgages and liens. This Mortgage is a purchase money mortgage as defined in the Iowa Code.

SECOND REAL ESTATE MORTGAGE

THIS MORTGAGE is made between JACOB G. MARLIN

MOLLY E. MARLIN

[name[s] of Mortgagor[s] and Marital Status], ("Mortgagor") and the Iowa Finance Authority ("Mortgagee").

1. **Grant of Mortgage and Security Interest.** Mortgagor hereby sells, conveys and mortgages unto Mortgagee, and grants a security interest to Mortgagee in the following described property:

a. **Land and Buildings.** All of Mortgagor's right, title and interest in and to the following described real estate situated in MADISON County, Iowa (the "Land"); [add legal description]

see attached LEGAL

and all buildings, structures and improvements now standing or at any time hereafter constructed or placed upon the Land (the "Buildings"), including all hereditament, easements, appurtenances, riparian rights, mineral rights, water rights, rights in and to the lands lying in streets, alleys and roads adjoining the land, estates and other rights and interests now or hereafter belonging to or in any way pertaining to the Land.

b. **Personal Property.** All fixtures and other personal property integrally belonging to, or hereafter becoming an integral part of the Land or Buildings, whether attached or detached, including but not limited to, light fixtures, shades, rods, blinds, Venetian blinds, awnings, storm windows, screens, linoleum, water softeners, automatic heating and air-conditioning equipment and all proceeds, products, increase, issue, accessions, attachments, accessories, parts, additions, repairs, replacements and substitutes of, to, and for the foregoing (the "Personal Property").

c. **Revenues and Income.** All rents, issues, profits, leases, condemnation awards and insurance proceeds now or hereafter arising from the ownership, occupancy or use of the Land, Buildings and Personal Property, or any part thereof (the "Revenues and Income").

TO HAVE AND TO HOLD the Land, Buildings, Personal Property and Revenues and Income (collectively called the "Mortgaged Property"), together with all privileges, hereditament thereunto now or hereafter belonging, or in any way appertaining and the products and proceeds thereof, unto Mortgagee, its successors and assigns.

2. **Obligations; Subordination.** This Mortgage secures the payment of the loan made by Mortgagee to the Mortgagor evidenced by a promissory note dated July 29th August 9th, 2019 in the principal amount of \$ 5000 (the "Subordinate Promissory Note") (the obligations of Mortgagor under the Subordinate Promissory Note, together with all other obligations hereunder, are collectively referred to herein as the "Obligations"), to be due on the earlier of: (1) August 1st, 2049 (the "Maturity Date"), or (2) the date on which the loan in the estimated principal amount of \$257050, dated the date hereof, from Veridian Credit Union (the "Senior Lender") to the undersigned (such loan is hereinafter referred to as the "Senior Loan") is due, whether at maturity thereof, from sale of the Mortgaged Property or repayment or refinancing thereof or otherwise and all other obligations of Mortgagor to Mortgagee provided in this Mortgage or the Subordinate Promissory Note.

The Senior Loan is evidenced by a promissory note from the Mortgagor in favor of the Senior Lender (the Senior Note") dated the date hereof, in the principal amount of the Senior Loan, to be due on the Maturity Date, to evidence the Mortgagor's repayment obligations with respect to the Senior Loan. In addition, the Mortgagor executed and delivered a Purchase Money Mortgage (the "Senior Mortgage") to the Senior Lender to secure repayment of the Senior Loan. This Mortgage is subordinate in all respects including without limitation the right of payment to the prior payment in full of the Senior Loan, regardless of the order of recording and indexing the Senior Mortgage and this Mortgage.

3. **Representations, Warranties, Covenants and Agreements of Mortgagor.** Mortgagor represents, warrants and covenants to Mortgagee that (i) Mortgagor holds clear title to the Mortgaged Property and title in fee simple in the Land; (ii) Mortgagor has the right, power and authority to execute this Mortgage and to mortgage, and grant a security interest in the Mortgaged Property; (iii) the Mortgaged Property is free and clear of all liens and encumbrances, except for real estate taxes not yet delinquent and the lien of the Senior Mortgage; (iv) Mortgagor will warrant and defend title to the Mortgaged Property and the lien and priority of this Mortgage against all claims and demands of all persons, whether now existing or hereafter arising; and (v) all buildings and improvements now or hereafter located on the Land are, or will be, located entirely within the boundaries of the

Land. Mortgagor is not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order of the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and are not engaged in this transaction, directly or indirectly on behalf of, or instigating or facilitating this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Mortgagor hereby agrees to defend, indemnify and hold harmless the other party from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney's fees and costs) arising from or related to any breach of the foregoing certification.

4. Payment and Performance of the Obligations. Mortgagor will pay all amounts payable under the Obligations in accordance with the terms of the Obligations when and as due and will timely perform all other obligations of Mortgagor under the Obligations. The provisions of the Obligations are hereby incorporated by reference into this Mortgage as if fully set forth herein.

5. Protection of Mortgagee's Security. Subject to the rights of the Senior Lender, if Mortgagor fails to perform any of the covenants and agreements contained in this Mortgage or if any action or proceeding is commenced which affects the Mortgaged Property or the interest of the Mortgagee therein, or the title thereto, then Mortgagee, at Mortgagee's option, may perform such covenants and agreements, defend against or investigate such action or proceeding, and take such other action as Mortgagee deems necessary to protect Mortgagee's interest. Any amounts or expenses disbursed or incurred by Mortgagee in good faith pursuant to this paragraph 12 with interest thereon at the rate of 0.00% per annum, shall become an Obligation of Mortgagor secured by this Mortgage. Such amounts advanced or disbursed by Mortgagee hereunder shall be immediately due and payable by Mortgagor unless Mortgagor and Mortgagee agree in writing to other terms of repayment. Mortgagee shall, at its option, be subrogated to the lien of any mortgage or other lien discharged in whole or in part by the Obligations or by Mortgagee under the provisions hereof, and any such subrogation rights shall be additional and cumulative security for this Mortgage. Nothing contained in this paragraph shall require Mortgagee to incur any expense or do any act hereunder, and Mortgagee shall not be liable to Mortgagor for any damage or claims arising out of action taken by Mortgagee pursuant to this paragraph.

6. Events of Default. Each of the following occurrences shall constitute an event of default hereunder ("Event of Default"):

a. Mortgagor shall default in the due observance or performance of or breach its agreement contained in paragraph 4 hereof or shall default in the due observance or performance of or breach any other covenant, condition or agreement on its part to be observed or performed pursuant to the terms of this Mortgage.

b. Mortgagor shall make an assignment for the benefits of its creditors, or a petition shall be filed by or against Mortgagor under the United States Bankruptcy Code or Mortgagor shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of a material part of its properties or of the Mortgaged Property or shall not, within thirty (30) days after the appointment of a trustee, receiver or liquidator of any material part of its properties or of the Mortgaged Property, have such appointment vacated.

c. A judgment, writ or warrant of attachment or execution, or similar process shall be entered and become a lien on or be issued or levied against the Mortgaged Property or any part thereof which is not released, vacated or fully bonded within thirty (30) days after its entry, issue or levy.

d. An event of default, however defined, shall occur under any other mortgage, assignment or other security document constituting a lien on the Mortgaged Property or any part thereof, including without limitation the Senior Mortgage.

7. Acceleration; Foreclosure. Upon the occurrence of any Event of Default and at any time thereafter while such Event of Default exists, Mortgagee may, at its option, after such notice as may be required by law, exercise one or more of the following rights and remedies (and any other rights and remedies available to it):

a. Mortgagee may declare immediately due and payable all Obligations secured by this Mortgage, and the same shall thereupon be immediately due and payable, without further notice or demand.

b. Mortgagee may (and is hereby authorized and empowered to) foreclose this Mortgage in accordance with the law of the State of Iowa, and at any time after the commencement of an action in foreclosure, or during the period of redemption, the court having jurisdiction of the case shall at the request of Mortgagee appoint a receiver to take immediate possession of the Mortgaged Property and of the Revenues and Income accruing therefrom, and to rent or cultivate the same as he may deem best for the interest of all parties concerned, and such receiver shall be liable to account to Mortgagor only for the net profits, after application of rents, issues and profits upon the costs and expenses of the receivership and foreclosure and upon the Obligations.

8. **Redemption.** It is agreed that if this Mortgage covers less than ten (10) acres of land, and in the event of the foreclosure of this Mortgage and sale of the property by sheriff's sale in such foreclosure proceedings, the time of one year for redemption from said sale provided by the statutes of the State of Iowa shall be reduced to six (6) months provided the Mortgagee, in such action files an election to waive any deficiency judgment against Mortgagor which may arise out of the foreclosure proceedings; all to be consistent with the provisions of Chapter 628 of the Iowa Code. If the redemption period is so reduced, for the first three (3) months after sale such right of redemption shall be exclusive to the Mortgagor, and the time periods in Sections 628.5, 628.15 and 628.16 of the Iowa Code shall be reduced to four (4) months.

It is further agreed that the period of redemption after a foreclosure of this Mortgage shall be reduced to sixty (60) days if all of the three following contingencies develop: (1) The real estate is less than ten (10) acres in size; (2) the Court finds affirmatively that the said real estate has been abandoned by the owners and those persons personally liable under this Mortgage at the time of such foreclosure; and (3) Mortgagee in such action files an election to waive any deficiency judgment against Mortgagor or their successors in interest in such action. If the redemption period is so reduced, Mortgagor or their successors in interest or the owner shall have the exclusive right to redeem for the first thirty (30) days after such sale, and the time provided for redemption by creditors as provided in Sections 628.5, 628.15 and 628.16 of the Iowa Code shall be reduced to forty (40) days. Entry of appearance by pleading or docket entry by or on behalf of Mortgagor shall be a presumption that the property is not abandoned. Any such redemption period shall be consistent with all of the provisions of Chapter 628 of the Iowa Code. This paragraph shall not be construed to limit or otherwise affect any other redemption provisions contained in Chapter 628 of the Iowa Code.

9. **Attorneys' Fees.** Mortgagor shall pay on demand all costs and expenses incurred by Mortgagee in enforcing or protecting its rights and remedies hereunder, including, but not limited to, reasonable attorneys' fees and legal expenses.

10. **Forbearance not a Waiver, Rights and Remedies Cumulative.** No delay by Mortgagee in exercising any right or remedy provided herein or otherwise afforded by law or equity shall be deemed a waiver of or preclude the exercise of such right or remedy, and no waiver by Mortgagee of any particular provisions of this Mortgage shall be deemed effective unless in writing signed by Mortgagee. All such rights and remedies provided for herein or which Mortgagee or the holder of the Obligations may have otherwise, at law or in equity, shall be distinct, separate and cumulative and may be exercised concurrently, independently or successively in any order whatsoever, and as often as the occasion therefor arises.

11. **Notices.** All notices required to be given hereunder shall be in writing and deemed given when personally delivered or deposited in the United States mail, postage prepaid, sent certified or registered, addressed as follows:

a. If to Mortgagor, to:

JACOB G. MARLIN	MOLLY E. MARLIN
2109 WARREN AVENUE	
Bevington	IA 50240

b. If to Mortgagee, to:

Iowa Finance Authority
1963 Bell Avenue, Suite 200
Des Moines, Iowa 50315
Attention: Single Family Department

or to such other address or person as hereafter designated in writing by the applicable party in the manner provided in this paragraph for the giving of notices.

12. **Severability.** In the event any portion of this Mortgage shall, for any reason, be held to be invalid, illegal or unenforceable in whole or in part, the remaining provisions shall not be affected thereby and shall continue to be valid and enforceable and if, for any reason, a court finds that any provision of this Mortgage is invalid, illegal, or unenforceable as written, but that by limiting such provision it would become valid, legal and enforceable then such provision shall be deemed to be written, construed and enforced as so limited.

13. **Further Assurances.** At any time and from time to time until payment in full of the Obligations, Mortgagor will, at the request of Mortgagee, promptly execute and deliver to Mortgagee such additional instruments as may be reasonably required to further evidence the lien of this Mortgage and to further protect the security interest of Mortgagee with respect to the Mortgaged Property, including, but not limited to, additional security agreements, financing statements and continuation statements. Any expenses incurred by Mortgagee in connection with the recordation of any such instruments shall become additional Obligations of Mortgagor secured by this Mortgage. Such amounts shall be immediately due and payable by Mortgagor to Mortgagee.

14. **Successors and Assigns bound; Number; Gender; Agents; Captions.** The rights, covenants and agreements contained herein shall be binding upon and inure to the benefit of the respective legal representatives, successors and assigns of the parties. Words and phrases contained herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender according to the contexts. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.

15. **Governing Law.** This Mortgage shall be governed by and construed in accordance with the laws of the State of Iowa.

16. **Release of Rights of Dower, Homestead and Distributive Share.** Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share in and to the Mortgaged Property and waives all rights of exemption as to any of the Mortgaged Property.

17. **Acknowledgment of Receipt of Copies of Debt Instrument.** Mortgagor hereby acknowledges the receipt of a copy of this Mortgage together with a copy of each promissory note secured hereby.

Dated: 8/9/19

Jacob G. Marlin
JACOB G. MARLIN, Mortgagor

Molly E. Marlin
MOLLY E. MARLIN, Mortgagor

I UNDERSTAND THAT HOMESTEAD PROPERTY IS IN MANY CASES PROTECTED FROM THE CLAIMS OF CREDITORS AND EXEMPT FROM JUDICIAL SALE; AND THAT BY SIGNING THIS MORTGAGE, I VOLUNTARILY GIVE UP MY RIGHT TO THIS PROTECTION FOR THIS MORTGAGED PROPERTY WITH RESPECT TO CLAIMS BASED UPON THIS MORTGAGE.

Dated: 8/9/19

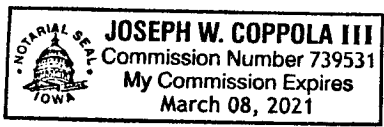
Jacob G. Marlin
JACOB G. MARLIN, Mortgagor

Dated: 8/9/19

Molly E. Marlin
MOLLY E. MARLIN, Mortgagor

STATE OF IOWA, COUNTY OF Polk

This record was acknowledged before me on Aug 9, 2019 by JACOB G. MARLIN and MOLLY E. MARLIN Mortgagor.



[Signature]
Signature of Notary Public (seal)

LEGAL

A tract of land located in the Southeast Quarter (1/4) of the Northeast Quarter (1/4) of Section Thirty-six (36), Township Seventy-six (76) North, Range Twenty-six (26) West of the 5th P.M., more particularly described as follows to-wit: Commencing at the Northeast corner of said Section Thirty-six (36), thence South 0°00'00" 1,834.77 feet along the East line of said Section Thirty-six (36) to the point of beginning, thence South 90°00'00 West 414 feet; thence South 0°00'00 315.65 feet, thence South 90°00'00 East 414 feet to the East line of Section Thirty-six (36), thence North 0°00'00 315.65 feet to the point of beginning; containing 3.00 acres more or less including road right of way.

CONVENTIONAL/RURAL DEVELOPMENT (RD) RIDER TO MORTGAGE

This Rider to Mortgage, made the date noted below, is incorporated into and shall be deemed to amend and supplement the Mortgage of the same date given by the undersigned (the "Mortgagor") to secure the Mortgagor's Note to Veridian Credit Union (herein, the "Lender") and covering the property described in the Mortgage (the "Property") to which this Rider is attached.

The provisions hereof shall prevail notwithstanding any contrary provisions in any note or other instrument which evidences the obligations secured by the Mortgage.

ADDITIONAL COVENANTS: In addition to the covenants and agreements made in the Mortgage, Mortgagor and Lender further covenant and agree as follows:

NO ASSUMPTION OF INDEBTNESS; TRANSFER OF PROPERTY

Mortgagor hereby covenants and agrees that:

- a. Notwithstanding Paragraph 18 of the Mortgage or anything to the contrary contained in the Note, Mortgage or any other documents securing the same, if all or any part of the Property or any interest therein is sold, transferred or otherwise conveyed (whether by deed, contract for deed, lease for a term of more than one year, or otherwise), and whether voluntarily or involuntarily, either while Mortgagor is living or by reason of death of the borrower(excluding the transfer of the Property by operation of law or devise to a surviving Mortgagor joint tenant, devisee or owner occupied the Property as his or her principal place of residence), the holder of the Note and Mortgage may, at the holder's sole option and discretion, declare all installments then remaining unpaid on the Note together with accrued interest to be immediately due and payable.
- b. Notwithstanding Paragraph 18 of the Mortgage or anything to the contrary contained in the Note or Mortgage, the loan evidenced by the Note and Mortgage and any other documents securing the same shall not be assigned or transferred by the undersigned for assumption of payments without the prior written consent of the holder of the Note and Mortgage, which consent shall be at the said holder's sole option and discretion.
- c. Notwithstanding anything to the contrary contained in the Note, Mortgage or any other document securing the same, if Mortgagor omits or misrepresents a material fact in an application for the loan secured by the Mortgage, or without limitation, misrepresents a material fact as stated in Affidavit of Purchasers, the contents of which are incorporated herein by reference as if fully set forth at this point, then the holder of the Note and Mortgage may, at the holder's sole option and discretion, declare all installments then remaining unpaid on the Note together with accrued interest to be immediately due and payable.

By signing below, the Mortgagor(s) accepts and agrees to the terms of the Rider to the Mortgage.

JACOB G. MARLIN

MOLLY E. MARLIN

Printed Name of Borrower

Printed Name of Co-Borrower

Jacob G. Marlin
Signature of Borrower

8/9/19
Date

Molly Marlin
Signature of Co-Borrower

8/9/19
Date

STATE OF IOWA)

COUNTY OF Polk)

Subscribed, sworn to and acknowledged before me this 9 day of Aug, 2019.

Notary Public in and for said State _____
Signature

My Notary number _____

My commission expires _____

